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CIRCULATE

1979

RUTGERS UNIVERSITY

C O N T R A C T

Between

BOROUGH OF MADISON, MADISON, NEW JERSEY

and

LOCAL UNION NO. 866, AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS  
OF AMERICA

for

ALL EMPLOYEES EMPLOYED BY THE BOROUGH OF MADISON, MADISON, NEW  
JERSEY, IN THE WATER, SANITATION, ROADS AND PARKS, MECHANICAL  
SERVICE, ENGINEERING, AND ELECTRIC DEPARTMENTS CLASSIFIED AS:

TRUCK DRIVERS, EQUIPMENT OPERATORS, FOREMAN, ASSISTANT  
FOREMAN, MECHANICS, ENGINEERING ASSISTANTS, METER READER, CUSTOMER  
SERVICEMAN, STATION OPERATOR, LINE FOREMAN, LINEMEN, GROUNDSKEEPER,  
BUILDING CUSTODIAN, METER TESTER, BUT EXCLUDING OFFICE CLERICAL,  
CRAFT AND PROFESSIONAL EMPLOYEES, MANAGERIAL EXECUTIVES, FIREMEN,  
POLICEMEN AND SUPERVISORS WITHIN THE MEANING OF THE ACT.

FOR THE TERM COMMENCING JANUARY 1, 1978

AND ENDING DECEMBER 31, 1979

## A R T I C L E   I

### RECOGNITION

The Borough of Madison, New Jersey, recognizes Local Union 866 I.B.T. as the sole and exclusive bargaining agency for all employees covered by the Agreement in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment.

## A R T I C L E   II

### SCOPE OF BARGAINING UNIT

This Agreement covers all employees employed by the Borough of Madison, Madison, New Jersey, in: WATER, SANITATION, ROADS AND PARKS, MECHANICAL SERVICE, ENGINEERING, AND ELECTRIC DEPARTMENTS CLASSIFIED AS: TRUCK DRIVERS, EQUIPMENT OPERATORS, FOREMAN, ASSISTANT FOREMAN, ENGINEERING ASSISTANT, METER READER, CUSTOMER SERVICEMAN, STATION OPERATOR, LINE FOREMAN, LINEMEN, GROUNDSKEEPER, METER TESTER, BUILDING CUSTODIAN, BUT EXCLUDING OFFICE CLERICAL, CRAFT AND PROFESSIONAL EMPLOYEES, MANAGERIAL EXECUTIVES, POLICEMEN, FIREMEN AND SUPERVISORS WITHIN THE MEANING OF THE ACT.

Supervisors and other excluded personnel shall not be permitted to perform any work normally performed by employees covered by this Agreement except under emergency conditions.

The Borough shall not employ any contractor(s) while any employee is on lay-off, nor shall any employee be laid off if any contractor(s) is performing work associated to the bargaining unit.

## A R T I C L E   III

### DUES CHECK-OFF

1. The Borough agrees that it will, on the first payroll in each month, deduct the Union dues or service fees from the pay of each employee who has authorized such deduction, and transmit the same with a list of such employees to the Secretary-Treasurer of Local 866, I.B.T. within ten (10) days after the dues are deducted.

2. The Union agrees to furnish written authorization, in accordance with the law, from each employee authorizing dues deductions.

3. The Union will furnish the Borough a written statement of the dues to be deducted. .

4. The Union agrees to indemnify and hold the Borough harmless from and against any and all claims arising under this provision.

## A R T I C L E   IV

### RATES OF PAY

1. Each employee will be classified in accordance with skills used and shall be paid not less than the rate for such classification in accordance with the table of job classification and Rate of Pay in the Schedules which are attached

hereto and made part of this Agreement. Foremen shall not perform work of any other classification except as follows:

- (a) Under emergency conditions, or
- (b) According to present practice in the Mechanical Service Department, or
- (c) In the absence from work of regular employees.

2. Longevity Pay shall be considered as part of base wages, for the purpose of computing overtime, holiday pay, vacation pay, sick pay, retirement and any other benefits.

Entitlement of longevity is based on the employee's initial date of hire as follows:

After 5 full years of service...\$100/Year  
After 10 full years of service..\$200/Year  
After 15 full years of service..\$300/Year  
After 20 full years of service..\$400/Year  
After 25 full years of service..\$500/Year  
After 30 full years of service..\$600/Year

3. Any position not covered by the attached Schedules or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Borough and the Union. The employer maintains the right to create a new classification and rate of pay for that position, after which, in the event of dispute between the Union and the employer regarding such classification and rate of pay, such dispute shall be submitted to grievance procedure for settlement, and if the parties cannot agree, to arbitration.

4. The Borough agrees to pay wages earned on a bi-weekly basis which will include wages for overtime hours. Payday shall be Friday in accordance with the following Schedule:

The work sheet shall commence at 12:01 a.m. Monday and end 12:00 midnight the following Sunday. Wages will be calculated bi-weekly for all straight and overtime hours indicated on time cards to be presented not later than Monday a.m., following the bi-weekly period. Payment of wages earned in that bi-weekly period will be paid on Friday following the bi-weekly period reported. Employees will be paid during a.m. work hours. When payday falls on a Holiday, then the preceding day will be payday.

5. The past practice of allowing employees to cash pay checks during working hours will be continued.

6. The schedules annexed hereto and made a part hereof contain the adjustments for promotion to be effected during the calendar years 1978 and 1979 except as otherwise provided in this Agreement.

7. The following special adjustments will be made during the term of this contract:

- a) The salary of the Meter Tester, Electric Department, will be increased to equal that of Truck Driver, Public Works Department, in two equal steps. The first step shall be on January 1, 1978 and the second step on January 1, 1979.
- b) Tom Allocca, Groundskeeper, will be transferred to the position of Truck Driver, Roads and Parks Section of the Public Works Department, effective January 1, 1978 at salary for "Truck Driver after one year of service". The position of Groundskeeper is abolished and the work formerly performed will be by employees of the Public Works Department.
- c) The following additional transfers will be made in the Public Works Department effective January 1, 1978.
  - (1) Alfred Esposito to Truck Driver, Roads and Parks Section at no salary change (from the Sanitation and Water Section).
  - (2) F. Bernardo to Truck Driver, Sanitation and Water Section at no salary change (from the Roads and Parks Section).

8. The following wage adjustments are to be applied to all classifications and are reflected in the attached schedules:

<u>Period</u>	<u>Adjustment</u>
1st 6 mo. 1978	4% increase above the rates in effect on December 31, 1977.
2nd 6 mo. 1978	7% " " " " " " " " " "
1st 6 mo. 1979	11% " " " " " " " " " "
2nd 6 mos. 1979	14% " " " " " " " " " "

9. This contract shall be retroactive from the date of ratification to January 1, 1978 insofar as the salaries and wages set forth in this section of the Agreement. For other changes or revisions the effective date shall be as specifically provided.

## A R T I C L E   V

### HOURS OF WORK

All employees in the Public Works Departments and in the Electric Department (classified as Line Foreman, Chief Lineman, Linemen, and Meter Tester) shall be scheduled for eight (8) hours each day, Monday through Friday. Unless otherwise specified herein, the work day shall start at 8:00 a.m. and end at 4:30 p.m. The Borough shall allow, without pay, a one-half ( $\frac{1}{2}$ ) hour lunch period each day between 11:30 a.m. and 1:00 p.m.

### OTHER SCHEDULES:

SWEEPER: 5:00 a.m. to 1:00 p.m. (no lunch period) Monday through Friday.

CUSTOMER SERVICE MAN, METER READERS: 8:00 a.m. to 4:30 p.m.  
(with one-half ( $\frac{1}{2}$ ) hour lunch period, without pay) Monday  
through Friday.

BUILDING CUSTODIAN (HARTLEY DODGE MEMORIAL)  
7:45 a.m. to 4:45 p.m. (with one hour lunch period, without  
pay) Monday through Friday.

STATION OPERATOR: Station Operators will work a daily schedule of  
8:00 a.m. to 4:30 p.m., Monday through Friday, with a one-half  
( $\frac{1}{2}$ ) hour staggered lunch period (without pay):

One man - 12:00 a.m. to 12:30 p.m.  
One man - 12:30 p.m. to 1:00 p.m.

Saturday: One man Saturday from 8:00 a.m. to 10:00 a.m.,  
at one and one-half ( $1\frac{1}{2}$ ) times the regular rate..

Sunday: One man each Sunday from 8:00 a.m. to 10:00 a.m., at  
two (2) times the regular rate. Minimum Sunday callout provisions  
of Article VI do not apply.

Holidays: One man each Holiday from 8:00 a.m. to 10:00 a.m.  
The Station Operator who works on a holiday shall receive, in  
addition to holiday pay, one and one half times his straight  
time hourly rate for a minimum of four hours except for  
Christmas and New Years when all hours worked shall be at double  
time. All hours worked in excess of four hours shall be paid  
at one and one half times the rate for actual hours worked  
except on Christmas and New Years when pay shall be at double  
time.

#### SPECIAL SUMMER WORK SCHEDULE

The hours of work for the Electric Department from June 1st through  
September 30th, 1978 will be 7:00 a.m. to 3:30 p.m. with one-half ( $\frac{1}{2}$ ) hour for  
lunch.

The following additional conditions shall apply to all employees  
covered by this Contract:

1. The Borough shall allow a paid one-half ( $\frac{1}{2}$ ) hour lunch period  
whenever an employee is required to work ten (10) or more hours and additional  
paid one half ( $\frac{1}{2}$ ) hour lunch period for each subsequent four (4) hours of work.

The Borough shall allow employees sufficient time to return to the  
Garage or to the Water and Electric Plant to eat their lunches.

The Borough shall also allow a paid coffee break once during each four  
(4) hour period.

Employees on active payroll who report to work shall be guaranteed a minimum of eight (8) hours work or straight time pay in lieu thereof.

2. The Borough shall grant employees, for each overtime lunch period, a meal allowance not to exceed three dollars and fifty cents (\$3.50). An allowance of up to two dollars and fifty cents (\$2.50) for breakfast will be allowed to an individual called out one hour or more before the normal morning starting time. This term to become effective 9/1/78.

3. Employees performing emergency work for more than four (4) consecutive hours outside their normal work day may take a rest period of one (1) hour after the fourth consecutive hour of such work.

#### OTHER

1. The Borough shall not require any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty hours in the work week.

2. If, because of severe weather conditions, the Governor or some other high authority orders closing of the Municipal offices, those essential employees who come to work shall be given a compensating day off at a time mutually convenient to the employee and his department head.

### A R T I C L E VI

#### PREMIUM PAY

One and one-half (1½) the straight time rate of pay shall be paid for all work:

- (a) performed in excess of eight (8) hours in any twenty-four (24) hour period.
- (b) performed prior to starting time (as defined in Article V).
- (c) performed after quitting time (as defined in Article V).
- (d) performed on Saturday.

In addition to Holiday pay, an employee who works on the holiday (except for Christmas and New Years, when all hours worked shall be paid at double time), will be paid one and one-half (1½) times his straight time hourly rate for a minimum of four (4) hours. All hours worked in excess of four (4) hours shall be paid for at one and one-half (1½) times rate for actual hours worked.

Employees called in to work on Sunday shall be given a minimum pay of four (4) hours at double their regular hourly rate of pay. For all hours worked on Sunday beyond the four (4) hours minimum the employee shall receive double his regular straight time rate for all hours worked.

Two (2) times the straight time hourly rate of pay shall be paid for all hours worked after the normal quitting time as defined in Article V on Christmas and New Years eves.

Employees called in to work on Saturday, or following the regular scheduled day's work Monday through Friday, shall be guaranteed a minimum pay of two (2) hours at one and one half (1½) times the straight time hourly rate of pay.

Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work.

Standby pay shall be paid each week to Utility and Public Works employees scheduled for standby, which shall be equal to twelve (12) hours pay at the employee's straight time rate. Standby pay shall be paid each week to the Station Operator employee scheduled for Standby, which shall be equal to twelve (12) hours pay at the employee's straight time rate.

Employees on Standby need not remain at home, however, they shall leave a telephone number whereby on callout they can readily be reached so that they can arrive at the destination within one-half (½) hour. This standby provision applies to all departments.

There shall be two employees only from the Electric Department selected to serve on standby each week. The first class lineman or foreman on standby will be the first man called out on all calls listed below:

1. Poles hit by vehicles.
2. Wires burning in trees.
3. Any wire that has fallen to ground.
4. Traffic lights, lamp replacement.
5. Check out calls when one customer is without power.

There shall be one Station Operator from the Water Utility Department on standby each week. The Station Operator on standby will be called out on all Electrical and Water calls listed below:

1. When five or more customers are without power.
2. When Alarms at Kings Road or James Park Sub-station go off.
3. When alarms for High Water & Low Water go off.
4. Bad water main leaks, hydrants and water meter leaks.

There shall likewise be two employees only from the Public Works Department employees (Roads & Parks, Sanitation & Water and Mechanical Service Sections) selected to serve on Standby each week.

The period of Standby shall be from the end of the regular work day as defined by Article V on Friday through seven (7) days ending at the end of the regular work day on Friday.

There shall be no pyramiding of overtime and/or premium pay provisions.

## A R T I C L E    VII

### HOLIDAYS

Each of the following Holidays are recognized by the Borough and shall be paid for as eight (8) hours at the straight time hourly rate without performing work:

1. New Years Day
2. Washington's Birthday
3. Lincoln's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day

7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Election Day
12. Christmas Day

A paid holiday shall be considered as a day worked for the purpose of computing overtime.

Should any of the listed Holidays fall on Saturday, the Borough will designate compensating days off with pay to each employee. The selection of such day or days shall be determined by the Council through the Borough Administrator in agreement with each employee's immediate supervisor.

Should any of the listed Holidays fall on Sunday, the following Monday shall be considered the Holiday and paid accordingly.

## A R T I C L E    VIII

### VACATIONS

Vacation entitlement shall be based on the employee's date of hire according to the following schedule:

<u>Period of Employment</u>	<u>Vacation</u>
0-1 year service	One day for each full month worked up to a maximum of ten (10) work days
1 year service	2 weeks
6 years service	3 weeks
13 years service	4 weeks
20 years service	21 days
21 years service	22 days
22 years service	23 days
23 years service	24 days
24 years service	5 weeks

In the matter of five (5) weeks vacation allowance, it is agreed that in an emergency an employee entitled to five (5) weeks vacation may be requested, at the option of the Borough, to work one week of his vacation period if the need for his service demands it and he must accede to such a request unless he has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious illness in his family, or a legal matter or a matter of personal business requiring his presence.) In such cases the employee shall receive vacation pay as well as his regular pay for the week in which he works and shall be granted four (4) consecutive weeks vacation whenever possible.



In the matter of four (4) weeks vacation allowance, it is agreed that in an emergency an employee entitled to four (4) weeks vacation may be requested, at the option of the Borough, to work one week of his vacation period if the need for his service demands it and he must accede to such a request unless he has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious illness in his family, or a legal matter or a matter of personal business requiring his presence.) In such cases the employee shall receive vacation pay as well as his regular pay for the week in which he works and shall be granted three (3) consecutive weeks vacation whenever possible.

In the matter of three (3) weeks vacation allowance, it is agreed that in an emergency an employee entitled to three (3) weeks vacation may be requested, at the option of the Borough, to work one week of his vacation period if the need for his service demands it and he must accede to such a request unless he has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious illness in his family, or a legal matter or a matter of personal business requiring his presence.) In such cases the employee shall receive vacation pay as well as his regular pay for the week in which he works and shall be granted two (2) consecutive weeks vacation whenever possible.

In such cases where the Borough makes a request for an employee to work one week of his vacation, the Borough will be neither unreasonable nor arbitrary.

Vacation may be taken at any time during the year subject to the approval of the Department Head. Vacations shall be selected and scheduled by April 15th of each year. Employees shall be given preference in the selection of vacation periods within each department on the basis of bargaining unit seniority.

In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.

The vacation entitlement of each employee will be determined according to the anniversary date of hire.

Vacation benefits will be paid on the basis of a forty (40) hour week. Vacation pay will be paid, upon request, on the pay day prior to the start of the vacation period.

A discharged employee will not be entitled to vacation benefits.

There shall be posted in each department an open schedule on which employees shall indicate their vacation preference, thus making it possible for individual employees to discuss with each other their individual preferences and make any mutually agreeable exchanges of vacation times. Employees shall have the right to move their vacation preference to a period in which a vacancy exists provided reasonable prior notice is given. There shall be no seniority "bumping" privileges once the scheduling of vacations has been completed.

The Borough will indicate on the schedule the number of men in each classification it can spare at any one time during the vacation season. The number of men allowed to take a vacation in any particular week in each classification within a department is subject to review and discussion between the Job Steward and the Department Head.

If while on vacation an employee is hospitalized, at the employee's option the vacation may be cancelled in place of sick benefits. The remaining vacation period will be rescheduled upon return to work by agreement with the Department Head.

#### A R T I C L E    IX

##### FUNERAL LEAVE

In the event of a death in the immediate family of an employee or the death of a relative who resides with the employee, the Council, represented by the Borough Administrator, will grant a three day leave of absence, with pay, to the employee.

Immediate family shall be constructed as meaning and including wife, husband, child, father-in-law, mother, mother-in-law, sister or brother. For all other relatives, a one day leave, with pay, will be granted.

#### A R T I C L E    X

##### JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance at Court and he will be paid his regular daily earnings for such times as he is required to be in attendance in Court.

#### A R T I C L E    XI

##### MILITARY LEAVE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his regular daily earnings for such time he is required to be in ANACDUTRA attendance.

#### A R T I C L E    XII

##### SICK LEAVE

Each employee shall be entitled to thirteen (13) sick leave days at the beginning of each calendar year.

Unused sick leave days shall be cumulative from year to year with the maximum accumulation of 200 days. The maximum accumulation of unused sick days as of December 31, 1974 is 136 days.

An employee on sick leave more than four (4) consecutive days shall submit acceptable medical evidence substantiating the illness.

For a maximum of one (1) year following injuries sustained in the service of the Borough, an employee unable to work because of such injuries will be reimbursed for the difference between any Workmen's Compensation payments he may receive and the amount he would have earned in straight time wages working a regular forty (40) hour week. Sick days shall not be used for this purpose.

Employees requiring sick leave in excess of that provided for above will be granted sick leave without pay up to six (6) months with consideration by Council through the Borough Administrator of extension beyond six months.

Employees on sick leave will continue to accrue seniority.

Each employee reaching retirement age will be entitled to time off with pay prior to retirement date of one-half of his accumulated sick leave days not to exceed sixty (60) working days. There will be no additional compensation if the employee elects to continue working during that interval.

#### A R T I C L E    XIII

##### LEAVE OF ABSENCE

A recognized official of the Union will be granted a leave of absence without pay for the purpose of attending to Union business outside the premises of the Borough.

In case of necessity, an employee may request permission from the Council through the Borough Administrator for leave of absence without loss of pay. Approval by the Administrator must be in writing fixing the duration of absence.

#### A R T I C L E    XIV

##### HEALTH CARE INSURANCE PROGRAM

All employees represented by Teamsters Local 866 will be eligible to participate in the State Health Benefits Program effective July 1, 1978. On this date the State program replaced the Borough's group health insurance program.

The Borough shall bear full coverage for each employee, together with his applicable dependents, in the bargaining unit.

#### A R T I C L E    XV

##### PENSION PROGRAM

The Pension Program will be in accordance with the State of New Jersey Public Employees Retirement System Program.

## ARTICLE XVI

### SENIORITY

1. The first sixty (60) calendar days of employment shall constitute a trial period. The Borough shall have the right to discharge a newly hired employee during the trial period without assigning any reason for the discharge and such employee shall not have any recourse whatsoever under the Grievance Procedure.

2. Seniority for the purpose of this Agreement is defined as follows:

(a) Bargaining unit seniority is the employee's total employment service within the bargaining unit and is determined by the date the employee enters the bargaining unit.

(b) Classification Seniority is the employee's employment service within a particular classification. Classification seniority is determined by the date the employee enters the classification.

(c) Departmental Seniority is the employee's employment service within a particular department. Departmental seniority is determined by the date the employee enters the department.

Employees shall have preference to employment, recall from lay-off, transfer, promotions, bidding, vacation selection in accordance with their applicable seniority position.

Seniority shall prevail in all matters where a preference of selection involve two or more employees.

## ARTICLE XVII

### NOTIFICATION TO THE UNION

1. The Borough will notify the Union, in writing, of any promotions, demotions, transfers.

2. The Borough will notify the Union, in writing, of a lay-off or termination of employment.

3. The Borough will provide the Union with an updated list of covered employees which shall be a copy of the salary and wage ordinance.

4. All written notification shall be made to:

Secretary-Treasurer  
Teamsters Local Union 866  
743 Main Avenue  
Passaic, New Jersey 07055  
with copies to Shop Stewards.

## ARTICLE XVIII

### PROMOTION, DEMOTIONS AND TRANSFERS

1. It is the intention of the Borough to fill job vacancies with qualified personnel from within the bargaining unit before hiring new employees.

2. Promotion is hereby defined as a move from a lower pay grade to a higher pay grade.

3. Notice of all job vacancies shall be posted on the bulletin board. This notice will remain on the bulletin board for forty-eight (48) hours and will include job title, labor grade and a brief description of the job duties including qualifications and necessary skills. Only those employees who make application during the posting period will be considered for the job.

4. Promotions shall first be offered to the most senior qualified employee within the department where the vacancy occurs, if he has bid for the job. If no such employee bids then the job shall be offered to the most senior qualified employee who bids from within the bargaining unit. If no such employee exists, then the Borough may hire outside for the job.

5. An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a limited trial period up to thirty (30) days. In the event the employee does not perform satisfactorily at any time during the trial period, such employee shall be given his former position without any loss of seniority or pay.

#### A R T I C L E    XIX

##### LAY OFFS AND RECALL

The Borough may lay off employees only due to a permanent lack of work.

In such event employees may be laid off in the order of least bargaining unit seniority within their respective department and classification.

Notice of such lay offs shall be given one (1) month before the scheduled layoff.

Any employee laid off shall be placed on the recall list for a period of one (1) year.

The Borough, upon rehiring, shall do so in the inverse order of seniority. The Borough shall rehire the last employee laid off. Notice shall be made by registered mail to the last known address of such employee. Failure to report for work within five (5) days following the posting will disqualify the employee for recall.

The Borough shall not hire from the open market while employees on the recall list are capable to perform the duties of the vacant position and are ready, willing and able to be re-employed.

#### A R T I C L E    XX

##### DISCHARGE AND DISCIPLINE

1. The Borough shall not discharge, discipline or suspend any employee without just cause.

2. Before an employee is disciplined or suspended, the appropriate Union steward shall be notified and may be present when the action is taken. In the case of a suspension, the Union shall be notified at its office at the earliest possible time after the action has been taken.

3. The Union shall be notified not less than twenty-four (24) hours prior to the discharge of any employee; a Union representative may meet with the Borough representative to review and discuss the matter within said twenty-four (24) hour period.

4. When warnings are given in writing, a copy of such warning shall be given to the employee, the Union at its office, and the Shop Stewards.

#### A R T I C L E   XXI

##### PICKET LINES

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any picket line.

#### A R T I C L E   XXII

##### SAFETY AND PROTECTIVE CLOTHING

1. The Borough shall establish, promote and enforce a Safety Program to safeguard the health, life and limb of its employees and to properly maintain its equipment in such a manner which will insure safety operation.

Employees will not be assigned to operate unsafe equipment. Refusal to operate unsafe equipment shall not be cause for discipline. Employees are to report to their immediate supervisor any defects or unsafe conditions discovered on any equipment. The supervisor shall thereupon call the shop mechanic foreman to inspect the equipment in question and in case of defect order the equipment into the shop for correction.

The Borough shall provide each employee on a fair wear and tear basis safety glasses, safety hats, gloves, galoshes, boots, raingear and other protective clothing or equipment necessary in the performance of his duties.

2. The Borough shall further provide and maintain the following uniforms for each employee:

##### SUMMER

3 Pants and 3 Shirts  
(2 changes per week)

##### WINTER

3 Pants, 3 Shirts  
2 Jackets  
1 Hat  
(2 changes per week)

Employees in the Mechanical Service Department will receive four pants and four shirts in summer and in winter, permitting three changes a week.

Employees will not be required to wear uniforms other than their own.

Safety flashing lights shall be conspicuously mounted on all motorized equipment.

The Borough shall make available clean and adequate wash, toilet and locker facilities.

3. Effective January 1, 1978 the Borough will reimburse each employee up to a maximum of \$25.00 per year toward the purchase of a pair of safety shoes, (non-skid shoes or shoes with steel toes) subject to the following conditions:

- (a) A determination by the Borough that new shoes are needed.
- (b) Presentation by the employee of a receipt evidencing purchase of the shoes by the employee.

#### A R T I C L E   XXIII

##### OTHER CONDITIONS

Truck drivers and equipment operators shall continue present practices related to changing tires, fixing flats, lubrication of and changing the oil on any vehicle.

Borough employees shall not be required to perform work on contractor's equipment.

Volunteer Firemen shall be allowed to attend to fire duties without loss of pay.

#### A R T I C L E   XXIV

##### GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance within the meaning of this Agreement shall be any dispute between the parties involving interpretation or application of any provisions of this agreement.

2. An aggrieved employee shall present his grievance within five (5) working days of its occurrence or such grievance shall be deemed waived.

3. In the event of such grievance, the steps hereafter set forth shall be followed:

STEP 1. The employee and the steward or the employee individually, but in the presence of a steward, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within two

(2) working days, the employee or the steward shall forward the grievance to the next step in the procedure.

STEP 2. The steward will discuss the grievance with the head of the department involved. In the event the grievance is not satisfactorily adjusted within two (2) working days, the grievance will be heard at the next step.

STEP 3. The Union Representative and the Borough's Labor Relations representative, or any such designated person shall meet to discuss the grievance within three (3) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by either parties upon notice to the other party.

STEP 4. If, in any of the foregoing steps, either party fails to carry out the procedures involved in these steps, the other party may take the dispute to arbitration.

STEP 5. ARBITRATION: Either party may apply directly to the New Jersey State Board of Mediation for the appointment of an arbitrator. The expense of arbitration shall be borne equally by the parties.

The award of the Arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved, and the parties agree to promptly comply therewith. The impartial Arbitrator shall only have the authority and power to interpret and apply the provisions of this Agreement to the grievance presented and his decision shall apply only to the issue arising out of the facts of such grievance. The Arbitrator may not alter or add to the provisions of this Agreement by his decision.

#### A R T I C L E    XXV

##### NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise with the Borough's business, and further that the Union will take every reasonable step to prevent its members from participating in any such activity, including but not limited to ordering all members who participate in such unauthorized activity to cease and desist from same immediately and to return to work. In cases of unauthorized activity described herein, the Employer may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the Employer agrees not to lockout or cause to be locked out any employee covered under the provisions of this Agreement.

If the above procedure is followed, the Union, its officers and agents shall not be held liable for any such unauthorized acts.

#### A R T I C L E    XXVI

##### MANAGEMENT FUNCTIONS AND RESPONSIBILITIES



Except as modified by this Agreement, the Borough of Madison shall retain all of the rights and functions of management, including the right to manage and operate its facilities; to subcontract; direct the working forces; hire, transfer, suspend, discipline or discharge employees for cause; or lay off employees for lack of work; the right to introduce new and improved methods of operation, install new facilities and change existing methods or facilities.

#### A R T I C L E   XXVII

##### SHOP STEWARDS

1. The Borough recognizes the right of the Union to designate two (2) shop stewards or alternates.

2. The authority of shop stewards or alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances.
- (b) The collection of dues and initiation fees when authorized by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers.

3. Shop stewards or alternates have no authority to take strike action or any other action interrupting the Borough's business.

4. Shop stewards or alternates after notifying supervisor prior to leaving job shall be permitted to investigate, present and process grievances without loss of time or pay. Such time spent in handling grievances during the normal work day shall be considered working hours in computing daily and/or weekly overtime.

5. The Borough will be advised in writing of the names of the Shop Stewards and alternates who have been authorized to act on behalf of the Union. The stewards shall enjoy super seniority for all purposes.

#### A R T I C L E   XXVIII

##### VISITATION RIGHTS

A representative or representatives of the Union shall have access during working hours to all facilities, buildings, grounds and other places in which employees covered by this Agreement work for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement.

The Union shall act reasonably in the exercise of this privilege.

A R T I C L E    XXIX

BULLETIN BOARDS

The Borough agrees to provide a suitable bulletin board for the exclusive use by the Union to post official notices relating to meetings and other Union affairs.

A R T I C L E    XXX

NON-DISCRIMINATION

Neither the Borough nor the Union will discriminate against any employee or those seeking employment because of race, creed, color, sex or national origin, nor because of membership or non-membership in any church, society, fraternity.

A R T I C L E    XXXI

POLYGRAPH TESTS

The Borough shall not require an employee or applicant for employment to take a polygraph or any other form of lie detector test.

A R T I C L E    XXXII

SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

A R T I C L E    XXXIII

MAINTENANCE OF STANDARDS

The agreed to minimum manning schedule is show below:

Snow Plowing	2 men per truck
Air Compressors	3 men
Leaf Vacuum Pickup	3 men in gang
Snow Loader	2 men
Snow Payloading	2 men
Sewer Cleaning Machine	
(Sewer Rodder)	3 men
Road Salter, Sander	2 men
Bucket Truck, when bucket is being used	2 men
Meter Readers:	Hazardous conditions should be inspected and reported to department head. Removal or correction of hazardous conditions must be ordered by the department head.

A R T I C L E    XXXIV

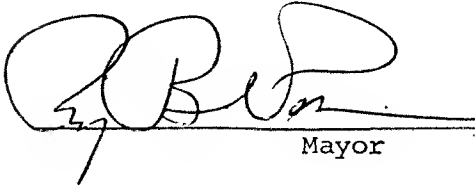
TERM OF AGREEMENT

Except as otherwise provided herein, this contract shall become effective January 1, 1978, and remain in full force and effect until midnight December 31, 1979.

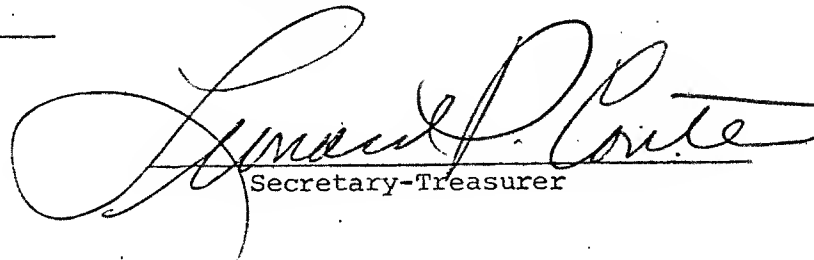
Negotiations for a successor agreement will commence before the final date specified by the regulations of the Public Employment Relations Commission of New Jersey.

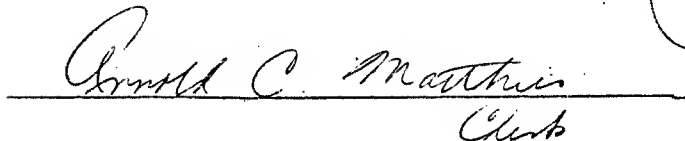
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 26th day of September, 1978.

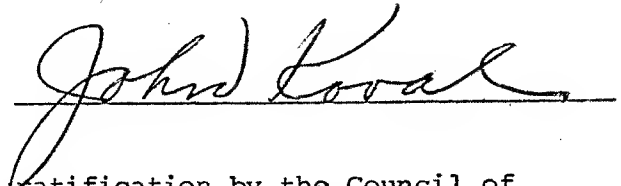
BOROUGH OF MADISON

  
\_\_\_\_\_  
Mayor

LOCAL UNION No. 866, Affiliated  
with International Brotherhood of  
Teamsters, Chauffeurs, Warehousemen  
and Helpers of America.

  
\_\_\_\_\_  
Secretary-Treasurer

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
John Lova

(Final approval of this contract is subject to ratification by the Council of the Borough of Madison at the public hearing of the ordinance scheduled on September 11, 1978, and after final publication in accordance with law.)

BARGAINING UNIT - Local Union #866

John J. Blair

Nicholas Losavio

Fred Thonbe

Peter J. Sapio

John J. Young

Vincent L. O'Brien

Joseph F. Volvitz

Charles Henry J.

John Berner

Schedule "C"

Adjustments

<u>Name</u>	<u>Action</u>
Allocca, T.	Completes 2nd year as Truck Driver 1/1/79 Longevity begins 6/18/78
Alise, R.	Longevity increase 2/10/78
Blair, J.J.	Longevity increase 12/8/78
Doherty, J.F.	Completes 5th year as Linemen 1st Class 6/18/78 Completes 6th year as Lineman 1st Class 6/18/79 Longevity begins 6/18/78
Esposito, Alfred	Longevity increase 4/15/78
Filippone, A.	Longevity increase 3/17/79
Finelli, M.	Longevity begins 4/23/78
LoSavio, N.	Completes 4th year as Equipment Operator 3/18/78 Longevity begins 12/10/78
Maines, D.	Completes 2nd year as Truck Driver 1/1/78 Completes 3rd year as Truck Driver 1/1/79 Longevity begins 5/14/79
Melvin, H.	Longevity increases 12/2/78
Serillo, R.	Completes 5th year as Lineman 2nd Class 6/18/78 Completes 6th year as Lineman 2nd Class 6/18/79 Longevity begins 6/18/78
Thonebe, F.	Longevity increases 1/1/78

Pay Schedule "D"  
Local Union No. 866 Bargaining Unit Employees  
Progression Schedules

Job Title	Entrance Rate/yr.	After 1 Full Year Service/yr.	After 2 Full Years Service/yr.	After 3 Full Years Service/yr.	After 4 Full Years Service/yr.
<u>Effective January 1, 1978</u>					
Truck Driver	11,184	11,591	11,995	12,401	12,807
Equipment Operator	12,982	13,658	14,335	15,013	15,690
Assistant	10,141	10,267	10,393	10,518	10,642
Chanic	13,713	14,208	14,702	15,196	15,920
Reman - Mechanical Service	16,880	17,843	18,805		
<u>Effective July 1, 1978</u>					
Truck Driver	11,507	11,925	12,341	12,759	13,176
Equipment Operator	13,357	14,052	14,749	15,447	16,143
Assistant	10,434	10,563	10,693	10,821	10,949
Chanic	14,109	14,618	15,127	15,635	16,380
Reman - Mechanical Service	17,367	18,358	19,348		
<u>Effective January 1, 1979</u>					
Truck Driver	11,937	12,371	12,803	13,236	13,669
Equipment Operator	13,856	14,578	15,300	16,024	16,747
Assistant	10,824	10,958	11,092	11,225	11,359
Chanic	14,636	15,165	15,692	16,219	16,992
Reman - Mechanical Service	18,016	19,044	20,071		
<u>Effective July 1, 1979</u>					
Truck Driver	12,260	12,705	13,149	13,593	14,038
Equipment Operator	14,231	14,972	15,714	16,457	17,199
Assistant	11,116	11,254	11,392	11,529	11,666
Chanic	15,032	15,575	16,116	16,658	17,451
Reman - Mechanical Service	18,503	19,559	20,613		

Pay Schedule "D"  
Local Union No. 866 Bargaining Unit Employees  
Progression Schedules

Lineman - Electric Utility Progression Schedule

	Effective <u>Jan. 1, 1978</u>	Effective <u>July 1, 1978</u>	Effective <u>Jan. 1, 1979</u>	Effective <u>July 1, 1979</u>
Starting (Apprentice)	11,364	11,692	12,129	12,457
After 1 year	12,085	12,433	12,898	13,247
After 2 years	12,807	13,176	13,669	14,038
After 3 years	13,527	13,917	14,438	14,828
After 4 years	14,478	14,895	15,452	15,870
After 5 years	15,200	15,638	16,223	16,661
After 6 years	15,920	16,380	16,992	17,451
After 7 years	16,641	17,121	17,761	18,241

Notes:

1. Following positions do not have progression schedule:

- Water Treatment Operator
- Water Utility Man
- Station Operator
- Chief Lineman
- Custodian
- Meter Reader
- Meter Tester
- Customer Serviceman
- Foreman, not Mechanical Service
- Assistant Foreman, Roads and Parks Section

2. The position of Groundskeeper is abolished effective January 1, 1978.

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